

## **CARDNO JFNEW NATIVE PLANT NURSERY**

### **TERMS AND CONDITIONS**

#### **Minimum Order**

Plugs: \$100 minimum, full flat quantities per species. Seed mixes: 0.25 acre minimum for standard Cardno JFNew mixes, \$100 minimum for custom seed mixes. Individually bagged seed: \$100 minimum, \$5.00 per line item. A \$1 per species bagging and labeling fee may be applied.

#### **Seed Testing**

Seed is sold on a PLS (Pure Live Seed) basis. Depending on the size of the order, individual seed test results may be provided after the order has been picked, for an additional fee. Additional certifications/inspections (DOT, state agencies) will be charged \$75 per mix.

#### **Sizes & Pricing**

- > Plugs – Prices are per plug, sold in full-flat quantities of 32, 38 or 50 (dependent on species). 32s are square (2 ½" x 3"); 38s are round-tapered (2 ¼" x 5"); 50s are square-tapered (2" x 5").
- > #1 Gallon – Prices are per pot. Trade gallons measure 6 3/8 in. diameter, 7 ¼ in. tall.
- > Bare-root herbaceous – Prices are per rhizome. Size varies by species and season.
- > Bare-root tree/shrub – Prices are per seedling. Sold in bundles of 25. Standard grade is 12" -18" from the root collar. Taller grades available upon request; call for pricing and availability.
- > Seed – Price is per PLS ounce of seed.
- > Liners and other container sizes are available for contract growing. Call for pricing and availability.

#### **Compensation for Materials & Services**

Orders less than \$500 must be paid prior to shipping. A 25% deposit is required for all orders greater than \$5,000 and a credit check will be required. Based on the results of the credit check, the client may be placed on COD status. Deposits are non-refundable. If order is not picked up or shipped within 30 days of original ready date, a 5% (of order total) monthly holding fee will be applied. In the event an order needs to be held over the winter months (December-March) additional holding fees will apply. Invoices paid more than thirty (30) days after the invoice date are subject to a finance charge of one percent (1%) per month (12% per year). If a client has an outstanding account balance over 120 days, client will be placed on COD status. Invoices not paid within 120 days will be referred for collection and the Client will be responsible for all expenses incurred by Cardno JFNew in the collection, including attorney fees, and court costs and related collection expenses.

#### **Contract Growing**

Custom-grown orders require a 50%, or more, deposit to begin growing the plants or seed. The deposit amount and time required to grow will be determined on a case-by-case basis. In most instances, order cancellations forfeit deposits. If order is not shipped within 30 days of original ready date, a 5% (of order total) monthly holding fee will be applied.

#### **Material & Services Outside Scope of Agreement**

If circumstances or conditions that were not originally contemplated by or known to Cardno JFNew are revealed, to the extent they affect the viability of product, Cardno JFNew may call for renegotiation of appropriate portions of this Agreement.

#### **Shipping & Pickup**

FOB Walkerton, IN. Shipping via UPS: at cost, including packaging. Shipping via Cardno JFNew delivery: \$3.50 per mile, or as revised. We reserve the right to add fuel surcharges. Pick up: at the nursery during business hours, Monday through Friday between 8:30 am and 4:30 pm (EST). Clients must report any discrepancies or damages within 72 hours of receiving shipment.

#### **Returns**

Individually bagged seed, live plants, and standard Cardno JFNew seed mixes can be returned, at client's expense, within 5 business days of receiving the material. Shipping fees will not be refunded. Custom

seed mixes cannot be returned. All returns are subject to a 10% restocking fee. Claims of damage in transit must be submitted within 72 hours of receiving shipment. If damage is not reported within 72 hours, return will not be accepted.

**Warranty**

Cardno JFNew Native Plant Nursery strives for the highest levels of quality and customer satisfaction. We guarantee all our plant products are true to their species and our local genotype offerings originate from within their native habitats true to the specified region. If you are not satisfied with the quality of our products, we will refund your money or replace any defective product within five days of your receipt of the product. Cardno JFNew does not warranty products beyond the purchase price.

**Governing Law; Choice of Forum**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. At Cardno JFNew's election, Client hereby submits to the exclusive jurisdiction and venue of any court (federal, state or local) having sites within the County of St. Joseph, State of Indiana, expressly waives personal service of process and consents to service by certified mail, postage prepaid, directed to the last known address of Client. Client hereby waives any objection to improper venue, or forum non-convenience. Client hereby expressly waives any right it might otherwise have to a jury trial in any proceeding, including a counterclaim brought by any party, related to this agreement.

**Assignment**

This Agreement is binding upon and inures to the benefit of the respective parties hereto, their legal representatives, successors, and assigns. Neither Cardno JFNew nor the Client may assign, sublet, or transfer its interests in this Agreement without first obtaining the written consent of the other.

**Entire Agreement**

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Materials & Services as set forth in this Agreement.

**Authorization**

All signatories represent they are duly authorized to execute this Agreement.

**Sales and Use Tax**

Client will be responsible for payment of any and all sales tax listed on Cardno JFNew invoices, including labor and materials if applicable, until exemption certificate has been presented to Cardno JFNew accounting department. Standard collection efforts will apply until the exemption certificate has been received.

**E-Verify**

Cardno JFNew affirms that the company is in compliance with the E-Verify requirements. Cardno JFNew Company ID number for E-Verify is 239416.

This agreement represents the entire understanding of parties in respect to projects and can only be modified in writing signed by both parties. This Agreement shall also be valid if signed in counterparts. Please advise Cardno JFNew immediately in writing if any terms need to be altered.

**Cardno JFNew**

**Company Name**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Printed Name and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_